

**Before the
Federal Communications Commission
Washington, D.C. 20554**

In the Matter of

Doss Aviation Inc.
Corpus Christi, Texas

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File No. EB-06-SE-288
NAL/Acct. No. 200732100030
FRN: 0015068026

ORDER

Adopted: November 26, 2007

Released: November 28, 2007

By the Chief, Enforcement Bureau:

1. In this Order, we adopt the attached Consent Decree entered into between the Enforcement Bureau ("Bureau") and Doss Aviation Inc. ("Doss"). The Consent Decree terminates the Bureau's enforcement proceeding relating to Doss's compliance with the Section 301 of the Communications Act of 1934, as amended ("Act")¹, and Sections 1.903 and 1.949(a) of the Commission's Rules ("Rules").²

2. The Enforcement Bureau and Doss have negotiated the terms of a Consent Decree that would resolve these matters and terminate the enforcement proceeding. A copy of the Consent Decree is attached hereto and incorporated by reference.

3. Based on the record before us, we conclude that no substantial or material questions of fact exist with respect to this matter as to whether Doss possesses the basic qualifications, including those related to character, to hold or obtain any FCC license or authorization.

4. After reviewing the terms of the Consent Decree, we find that the public interest would be served by adopting the Consent Decree and terminating the enforcement proceeding.

5. Accordingly, **IT IS ORDERED**, pursuant to Sections 4(i) and 503(b) of the Act,³ and the authority delegated by Sections 0.111 and 0.311 of Rules,⁴ the Consent Decree attached to this Order **IS ADOPTED**.

6. **IT IS FURTHER ORDERED** that the above-captioned enforcement proceeding **IS TERMINATED**.

7. **IT IS FURTHER ORDERED** that Doss shall make its voluntary contribution to the United States Treasury, as specified in the Consent Decree, by credit card through the Commission's Debt

¹ 47 U.S.C. § 301.

² 47 C.F.R. §§ 1.903 and 1.949(a).

³ 47 U.S.C. §§ 154(i) and 503(b).

⁴ 47 C.F.R. §§ 0.111 and 0.311.

and Credit Management Center at (202) 418-1995, or by mailing a check or similar instrument, payable to the order of the Federal Communications Commission, to the Federal Communications Commission, P.O. Box 358340, Pittsburgh, PA 15251-8340. Payment by overnight mail may be sent to Mellon Bank/LB 358340, 500 Ross Street, Room 1540670, Pittsburgh, PA 15251. Payment by wire transfer may be made to ABA Number 043000261, receiving bank Mellon Bank, and account number 911-6106. The payment should reference NAL/Acct. No. 200732100024 and FRN # 0002653921.

8. **IT IS FURTHER ORDERED** that a copy of this Order and Consent Decree shall be sent by first class mail and certified mail, return receipt requested, to Brenda K. Heinicke, Esq., 111 S. Tejon Street, Suite 202, Colorado Springs, Colorado 80903.

FEDERAL COMMUNICATIONS COMMISSION

Kris Anne Monteith
Chief, Enforcement Bureau

CONSENT DECREE**I. INTRODUCTION**

1. The Enforcement Bureau of the Federal Communications Commission (“Bureau”) and Doss Aviation, Inc. (“Doss”) hereby enter into this Consent Decree for the purpose of terminating an Enforcement Proceeding relating to Doss’s compliance with Section 301 of the Communications Act of 1934, as amended (“Act”),¹ and Sections 1.903(a) and 1.949(a) of the Commission’s Rules (“Rules”),² regarding its failure to file a timely renewal of license for its Private Land Mobile Radio Service (“PLMRS”) station, and the operation of the station without authority after expiration of its license.

II. DEFINITIONS

2. For the purposes of this Consent Decree, the following definitions shall apply:
- (a) “Act” means the Communications Act of 1934, as amended, 47 U.S.C. §§ 151 *et seq.*
 - (b) “Adopting Order” means the Bureau’s order adopting the terms and conditions of this Consent Decree.
 - (c) “Bureau” means the Enforcement Bureau of the Commission.
 - (d) “Commission” or “FCC” means the Federal Communications Commission.
 - (e) “Doss” means Doss Aviation, Inc., its subsidiaries, affiliates and any successors or assigns.
 - (f) “Effective Date” means the date the Adopting Order is released by the Bureau.
 - (g) “Enforcement Proceeding” means the investigation of alleged violations of Section 301 of the Act and Sections 1.903(a) and 1.949(a) of the Rules by Doss undertaken by the Bureau and culminating in the *Notice of Apparent Liability for Forfeiture*.
 - (h) “*Notice of Apparent Liability for Forfeiture*” or “NAL” means *Doss Aviation, Inc.*, 22 FCC Rcd 9039 (Enf. Bur., Spectrum Enf. Div. 2007).
 - (i) “Parties” means Doss and the Bureau.
 - (j) “Rules” means the Commission’s Rules found in Title 47 of the Code of Federal Regulations.

III. BACKGROUND

3. Doss was granted a PLMRS station license under call sign WPPZ915 on April 11, 2000, with an expiration date of April 11, 2005. Doss failed to file for renewal of the station’s license and the license expired on its own terms on April 11, 2005. On May 18, 2006, Doss filed a request for Special Temporary Authority (“STA”) to continue operating its PLMRS station, which the Wireless Telecommunications Bureau granted on May 19, 2006. On June 2, 2006, Doss filed an application for a new PLMRS station license. The Wireless Telecommunications Bureau granted Doss a new license under call sign WQFA992 on June 6, 2006. On May 15, 2007, the Enforcement Bureau’s Spectrum

¹ 47 U.S.C. § 301.

² 47 C.F.R. §§ 1.903(a) and 1.949(a).

Enforcement Division released an *NAL* finding Doss apparently liable for a proposed forfeiture in the amount of \$5,200, for apparent violations of Section 301 of the Act and Sections 1.903(a) and 1.949(a) of the Rules.

IV. TERMS OF AGREEMENT

4. The Parties agree that this Consent Decree does not constitute an adjudication on the merits, or any finding on the facts or law or determination of any compliance or noncompliance by Doss with the requirements of the Act or the Rules. The Parties further agree that this Consent Decree is for settlement purposes only and that by agreeing to this Consent Decree, Doss does not admit or deny any noncompliance, violation, or liability associated with or arising from its acts or omissions involving the Act or the Rules that are the subject of this Consent Decree.

5. Doss acknowledges that the Bureau has jurisdiction over it and the matters contained in this Consent Decree and the authority to enter into and adopt this Consent Decree. Doss agrees to implement a comprehensive Compliance Program to ensure compliance with the Act and the Rules and policies of the Commission. The Compliance Program shall require that Doss's license for operation of a radio transmitter in the Private Land Mobile Radio Service shall be kept current and maintained in good standing for the duration of Doss's use of PLMRS frequencies in the course of its business operations. In an effort to ensure that such violations do not recur, Doss has designated the Office Manager at its corporate headquarters as the point of contact for all matters related to the license. The Office Manager has put in place computer software, Workplace Manager, that tracks all occurrences and deadlines, as well as provides reminders of upcoming deadlines. The renewal date for the license has been entered into Workplace Manager. E-mail notifications will be sent to both the Office Manager and the Contract Manager at the Corpus Christi site two months, one month, and two weeks in advance of the renewal deadline. In addition, the Office Manager will review all licensure deadlines every six (6) months and ensure the appropriate deadlines and reminder notifications are entered into Workplace Manager.

6. Doss agrees to make a voluntary contribution to the United States Treasury in the amount of Four Thousand Two Hundred Dollars (\$4,200) within 30 calendar days after the Effective Date. This voluntary payment does not constitute a fine or penalty for, or admission of, a violation of any law. Such contribution shall be made by credit card through the Commission's Debt and Credit Management Center at (202) 418-1995, or by mailing a check or similar instrument, payable to the order of the Federal Communications Commission, to the Federal Communications Commission, P.O. Box 358340, Pittsburgh, PA 15251-8340. Payment by overnight mail may be sent to Mellon Bank /LB 358340, 500 Ross Street, Room 1540670, Pittsburgh, PA 15251. Payment by wire transfer may be made to ABA Number 043000261, receiving bank Mellon Bank, and account number 911-6106. The payment should reference NAL/Acct. No. 200732100030 and FRN # 0015068026.

7. In reliance upon the representations contained herein, and to avoid further expenditure of scarce public resources, the Bureau agrees to terminate the Enforcement Proceeding.

8. In consideration for the termination by the Bureau of the Enforcement Proceeding and in accordance with the terms of this Consent Decree, Doss agrees to the terms, conditions and procedures contained herein.

9. The Bureau agrees that in the absence of new material evidence, it will not entertain, or institute on its own motion, any new proceeding, formal or informal, or take any action on its own motion against Doss for any alleged violations of the Act or the Rules regarding the matters that were the subject of the Enforcement Proceeding. The Bureau also agrees that, in the absence of new material evidence, it will not initiate or recommend to the Commission any new proceeding, formal or informal, against Doss

regarding the matters that were the subject of the Enforcement Proceeding. The Bureau further agrees that, in the absence of new material evidence, it will not use the facts developed in the Enforcement Proceeding through the Effective Date to initiate on its own motion, or recommend to the Commission any proceeding, formal or informal, or take any action on its own motion against Doss with respect to its basic qualifications, including its character qualifications, to hold Commission licensees or authorizations. Nothing in this Consent Decree shall prevent the Commission from instituting investigations or enforcement proceedings against Doss in the event of any other alleged misconduct that violates this Consent Decree or that violates any provision of the Act or the Rules.

10. The Parties agree that each is required to comply with each individual condition of this Consent Decree. Each specific condition is a separate condition of the Consent Decree as approved. To the extent that Doss fails to satisfy any condition, in the absence of Commission alteration of the condition, it will be deemed noncompliant and may be subject to possible future enforcement action with respect to such failure to satisfy the condition.

11. The Parties agree that the provisions of this Consent Decree shall be subject to final approval by the Bureau by incorporation of such provisions by reference in the Adopting Order.

12. The Parties agree that this Consent Decree shall constitute a final settlement between them regarding the matters that were the subject of the Enforcement Proceeding. Doss waives any and all rights it may have to seek administrative or judicial reconsideration, review, appeal or stay, or to otherwise challenge or contest the validity of this Consent Decree and the Adopting Order, provided the Adopting Order adopts the Consent Decree without modification, change, or addition.

13. The Parties agree that the effectiveness of this Consent Decree is expressly contingent upon the issuance of the Adopting Order, provided the Adopting Order adopts the Consent Decree without change, addition or modification.

14. The Parties agree that, in the event any court of competent jurisdiction renders this Consent Decree invalid, the Consent Decree shall become null and void and may not be used in any manner in any legal proceeding.

15. The Parties agree that, if either party (or the United States on behalf of the Commission) brings a judicial action to enforce the terms of the Adopting Order neither Doss nor the Commission shall contest the validity of the Consent Decree or the Adopting Order, and Doss and the Commission shall waive any statutory right to a trial *de novo* with respect to any matter upon which the Adopting Order is based, and shall consent to a judgment incorporating the terms of this Consent Decree. The Parties also agree that in the event this Consent Decree is rendered invalid by any court of competent jurisdiction, it shall become null and void and may not be used in any manner in any legal proceeding.

16. Doss agrees to waive any claims it may otherwise have under the Equal Access to Justice Act, 5 U.S.C. § 504 and 47 C.F.R. §§ 1.1501 *et seq.* relating to the matters addressed in this Consent Decree.

17. The Parties agree that this Consent Decree shall become binding on the Parties on the Effective Date. Upon release, the Adopting Order and this Consent Decree shall have the same force and effect as any other final order of the Commission and any violation of the terms or conditions of this Consent Decree shall constitute a violation of a Commission order.

18. The Parties agree that the terms and conditions of this Consent Decree shall remain in effect for a period of twenty-four (24) months from the Effective Date.

19. This Consent Decree cannot be modified without the advance written consent of both Parties.

20. This Consent Decree may be signed in counterparts.

For the Enforcement Bureau

By:

Kris Anne Monteith
Chief, Enforcement Bureau

Date

Doss Aviation, Inc.

By:

Frank G. Hunter
Doss Aviation, Inc.

Date